

Mutual Logistics Support Agreement
Implementing Arrangement USA-RKA-004
Concerning
Transfer of and Replacement-In-Kind
of JP4, JP8, Diesel and MOGAS Fuel
Between
Eighth United States Army
and
Republic of Korea Army

Article I - Authority

This document is an Implementing Arrangement (IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (MLSA) between the Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

Article II - Purpose

The purpose of this arrangement is to establish procedures and the responsibilities for transfer and Replacement-In-Kind of JP4, JP8, Diesel and MOGAS fuels between Eighth United States Army and Republic of Korea Army. This Implementing Arrangement does not include packaged fuels or lubricants.

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Article III - Implementation Authority and Designation of Ordering Individuals

1. ROKA: Authority to place orders and receive support under this arrangement is delegated to:

Republic of Korea Army
Director, Materiel Division
Deputy Chief of Staff for Logistics
Nonsan Chungnam, Korea
Telephone: 960-4441

ROKA, Director Materiel Division, Deputy Chief of Staff for Logistics will appoint in writing those individuals authorized to initiate and accept orders under this IA.

2. EUSA: Authority to place orders and receive support under this arrangement is delegated to:

Eighth United States Army
Assistant Chief of Staff, G-4
Chief, Materiel Support Division
ATTN: EAGD-MS-S
APO AP 96205-0009
Telephone: 723-4408

EUSA ACoS, G-4, Chief, Materiel Support Division will appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will state that the authority is the US-ROK MLSA. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with (IAW) applicable laws and regulations. Copies of all appointment letters will be provided to HQ EUSA, G4, ATTN: EAGD-MS-S, UNIT #15236, APO AP 96205-0009 and HQ ROKA, ATTN: ROKA, Director, Materiel Division, Deputy Chief of Staff for Logistics, Nonsan Chungnam, Korea.
4. Appointed ordering officers are empowered to initiate and accept orders (i.e., to sign blocks 15 and 25 of the Mutual Logistic Support Order/Receipt, USFK Form 209EK, Annex A, hereafter referred to as MLS Order/Receipt).

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Article IV - General Terms And Conditions

1. The Parties understand that this arrangement will not be used as a normal or routine source (procuring or transferring) of logistic support, supplies and services for any and all goods and services reasonably available from U.S. or ROK commercial sources or acquired from the U.S. through foreign military sales procedures under the Arms Export Control Act.
2. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.
3. Equipment or services may not be transferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government.

Article V - Specific Responsibilities

1. A request for fuel under this agreement will be initiated as follows:
 - a. The party requesting support will prepare a Mutual Logistic Support Order/Receipt (USFK FORM 209EK) completed IAW Annex A. The MLS Order/Receipt will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.
 - b. The USFK Form 209EK will be forwarded to the Operations Officer or other official designated by their government to accept requests for MLS at the Airfield listed in Article V, paragraph 3 below, from which the fuel support is desired.
 - c. Airfield Operation Officer or other designated official will respond expeditiously to requests from the other party for fuel support. If the requested support cannot be provided, the request will be returned to the other party with a statement that the support cannot be provided. If the requested support can be provided, the party providing the requested support will make additional entries on the MLS Order/Receipt and return copies to requesting party in accordance with Annex A.
 - d. The procedures of approval for support requesting, and for request accepting will be controlled by each nation's internal laws and regulations.
 - e. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt are signed. If unforeseen difficulties preclude performance of support, the party requesting support will be notified without delay.

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f. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between ROKA and the EUSA. Such changes will be documented as a modification to the applicable MLS Order/Receipt prior to the providing of support.

g. Once the transaction is completed one copy of the completed USFK Form 209EK will be forwarded to HQ EUSA, G4, ATTN: EAGD-MS-S, UNIT #15236, APO AP 96205-0009.

2. The Eighth United States Army and the Republic of Korea Army will ensure that fuels utilized under this agreement conform to the military specifications as stated in Paragraph VI, 1. below. Further, JP4 and JP8 refueling trucks, units or hot fuel points used to service aircraft, shall be equipped with serviceable filter separators.

3. JP4/JP8 Aircraft Servicing locations will be utilized as follows:

EUSA AIRFIELDS

H-210, Uijongbu

H-220, Tongduchon

A-511, Pyongtaek

ROKA AIRFIELDS

R-217, Pochon

R-407, Sokcho

R-420, Hyeonri

R-505, Chochiweon

Note: At Tongduchon, H-220, a minimum two days prior notification required before receiving fuel. Utilization of other airfields will be accomplished only after prior coordination with unit Aviation Operation Officer or other designated official. Emergency requests for support will be provided on a case-by-case basis.

4. Diesel and MOGAS fuel issue/receipt locations will be established by coordination between administrators.

5 The party receiving support agrees to Replace-In-Kind the JP4, JP8, Diesel and Mogas fuel received from other party. Further the receiving party agrees that as to fuel which has not been replaced within 90 days after receipt of fuel, the MLS transaction will be deemed reimbursable and governed by Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea as modified by Article VI, paragraph 9 below. Price of the fuel provided will be established based upon the date the replacement in kind was to have taken place.

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ARTICLE VI - FUNDING AND REIMBURSEMENT

1. The method of payment will be Replacement-In-Kind. Fuel utilized in accordance with this Agreement shall be replaced with the same kind and military specification of fuel, that is MOGAS with MOGAS and Diesel with Diesel. Receipts/Issues of JP4 and JP8 will be reimbursed with cash at the same unit price that is charged other services at the time of the transaction.

<u>Grade of Product</u>	<u>Specification</u>
JP4	MIL-T-5624L
JP8	MIL-T-83133D
DIESEL	MIL-F-16884
MOGAS	MIL-G-3056

2. Issues and receipts of fuel through this Agreement will be documented on USFK Form 209EK, (Annex A). USFK Form 209EK is the recognized form upon which quarterly summaries of fuel transactions will be based. Upon mutual approval of balances by the primary administrators, fuel replacement will be scheduled. Processing procedures for these forms are at Annexes A and B.

3. Reconciliation of fuel transactions shall be on a quarterly basis utilizing the Quarterly Reconciliation Summary Sheet (Annex E). Reconciliation should be completed no later than the 20th calendar day of the month following the end of the quarter. USFK Form 209EK will be attached as supporting documents to the Quarterly Reconciliation Summary Sheet.

4. As much as possible, zero balance on all products should be achieved during the month of August each year to allow EUSA units to fund replacements or obtain credits within the current U.S. Fiscal Year.

5. Replacements will be accomplished at least annually. Replacements may be made more frequently if a significant imbalance develops. As used in this Agreement, the term "Significant Imbalance" means that either party owes more than 20,000 US gallons of any one product.

6. The party required to replace fuel utilized pursuant to this Agreement will deliver the replacement fuel to locations as designated and scheduled by the administrators. All costs to include costs for transportation in connection with replacement of fuel utilized in accordance with this Agreement shall be borne by the party required to provide Replacement-In-Kind fuel. Replacement will be documented on USFK Form 209EK.

7. Fuel tank trucks or rail cars utilized for replacements shall have the contents tested by a qualified military or commercial fuel laboratory to ensure products meet military fuel requirements. After testing, all covers and outlets of the tank truck or rail car shall be sealed

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with a numbered tamperproof seal similar to those normally used by the commercial oil companies and the 19th Support Command. Seal numbers shall be annotated on the laboratory test report, a copy of which shall accompany the shipment.

8. Laboratory testing of replacement fuel may be waived if shipment is direct from commercial refinery stocks conforming to appropriate specifications as stated in Article VI, Paragraph 1. Shipment quality control testing may also be waived if the shipment is direct from any of the petroleum terminals operated and under the control of the 19th Support Command, EUSA. All costs of testing fuels will be borne by the party required to provide Replacement-In-Kind fuel.

9. **Conversion to a Reimbursable Transaction.** The supplying party will submit invoices to the receiving party after 90 days of the delivery of the requested fuel when the agreed to replacement fuel has not been received. Both parties will maintain records of transactions. Each party will pay outstanding balances within 90 days of request for payment.

a. In the price of fuel provided under this agreement, the supplying party will charge the same price it charges its own forces for identical logistics support, supplies, or services as of the date the replacement fuel was to have been provided to the supplying party, less any amounts excluded in Article VI, Paragraph 9.b. All other provisions of price determination and payment as contained in the Mutual Logistics Support Agreement between the Government of the United States of America and the Government of the Republic of Korea applies.

b. **Excluded Charges for Price Determination.** Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistics support, supplies and services transferred under this Agreement. The parties will cooperate to provide proper documentation to maximize tax relief. In the case where taxes or customs duties for which a receiving party would ordinarily have an exemption has been already paid by the supplying party and cannot be recovered, the supplying party will so advise the receiving party. The price paid by the receiving party will include only those taxes or customs duties not recoverable by the supplying party.

Article VII - Disagreements

1. Executive Agents:

a. The executive agent for the Commander, Eighth United States Army for all matters affecting the terms and conditions of this Implementing Agreement will be the Assistant Chief of Staff G-4, EUSA.

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- b. The executive agent for the Republic of Korea Army for all matters affecting the terms and conditions of this Implementing Agreement will be the Director, Materiel Division, Deputy Chief of Staff for Logistics, Republic of Korea Army.
2. Under Article V, paragraph 1 of the United States - Republic of Korea Mutual Logistics Support Agreement, the executive agents agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this Implementing Agreement. Resolution will be by negotiation and will not be referred to an international tribunal or third party for settlement.
3. Matters not addressed in this IA will be resolved through appropriate channels.

Article VIII - Language

This IA is executed two originals in the English language and two originals in the Korean language, each text being equally authentic.

Article IX - Entry In Force, Amendments, Termination

1. This IA enters into force when signed by representatives of ROKA and EUSA and will remain in force until terminated, by mutual agreement or by either party giving 30 days advance notice in writing to the other party.
2. This IA may be amended or revised at any time by mutual written consent of both Parties hereto.
3. Should this Implementing Agreement be terminated in whole or part, the Director, Materiel Division, Deputy Chief of Staff for Logistics, ROKA, and the Deputy Chief of Staff G-4, EUSA will provide each other a detailed bill reflecting costs incurred or to be incurred as of the date of termination. Reimbursement or replacement in kind shall be effected in accordance with the procedures set out in paragraph 4, Article III of the MLSA.

Five (5) Annexes:

A - Mutual Logistics Support Order/Receipt Form (with Instructions).

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B - Procedures for Executing an Replacement of Fuel Using the Mutual Logistic Support
Order/Receipt Form.

C - Limitations on the Scope of Mutual Logistics Support.

D - Definitions

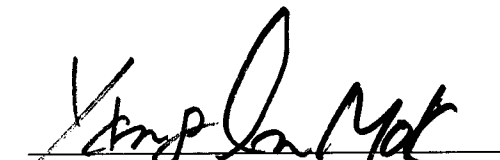
E. - Reconciliation Summary Sheet

FOR EIGHTH UNITED STATES ARMY:


BILLY R. SOLOMON
Brigadier General, USA
Assistant Chief Of Staff, G-4
Headquarters, Eighth United States Army

Date: 04/05/95
Seoul, Korea

FOR REPUBLIC OF KOREA ARMY:


YANG IN MOK
Major General, ROK Army
Deputy Chief Of Staff, G4
Headquarters, Republic of Korea Army

Date: 95. 3. 16
Taejon, Korea

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MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT FORM
(USFK Form 209EK)

MUTUAL LOGISTIC SUPPORT ORDER/RECEIPT 상호 군수 지원 표준 요청/수령서 (USFK REC 12-16)									
1. REQUEST NUMBER 요청번호		3. FROM: 요청자		5. IMPLEMENTING ARRANGEMENT NUMBER 시행 약정 번호					
2. DATE OF REQUEST 요청일		4. TO: 피요청자							
6a. FUND CITE 자금부호				6b. DATE OF REQUESTED DELIVERY 지원 요청 일자					
7. STOCK NUMBER 재고번호		8. DESCRIPTION (DETAILED DESCRIPTION MAY BE ATTACHED) 종류명(상세한 명칭은 별첨)		9. UNITS 단위		10. QUANT. REQD. 요청량		11. QUANT. DELIVERED 지원량	
						12. UNIT PRICE 단가		13. TOTAL 총액	
1								14. ISSUING INDIVIDUAL 출급관	
2								NAME 성명	
3								GRADE 계급	
4								SIGNATURE 서명	
5								DATE 일자	
6								ORGANIZATION 소속	
7								21. LIABILITY LIMITATION 책임부담제한	
15. AUTHORIZING OFFICER 승인관		16. METHOD OF REIMBURSEMENT PROPOSED 상환 방법 CASH 현금지불 REPLACEMENT-IN-KIND 현물상환		17. SCHEDULE FOR RIK 현물상환 일정		18. TOTAL AMOUNT CLAIMED 군 청구액		19. PAYABLE TO: 수납처	
NAME 성명									
GRADE 계급									
SIGNATURE 서명									
DATE 일자									
22. RECEIVED, INSPECTION AND ACCEPTED 경수, 검사 및 수령자		23. PLACE OF DELIVERY 지원 계급 장소		24. REMARKS/TRANSACTIONS CODES 비고 또는 처리부호		25. AUTHORIZED LENDING OFFICER 인가된 대여관자		26. AUTHORIZED LENDING OFFICER 인가된 대여관자	
NAME 성명						NAME 성명			
GRADE 계급						GRADE 계급			
SIGNATURE 서명						SIGNATURE 서명			
DATE 일자						DATE 일자			
SIGNATURE 서명						ORGANIZATION 소속			
DATE 일자									

USFK FORM 209EK
1 OCT 92

Edition of 1 Dec 89 is obsolete.

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**Instructions for Mutual Logistic Support Order/Receipt Form
(USFK Form 209EK) for Receiving or Issuing Fuel.**

EXPLANATION OF ENTRIES

- | | |
|-----------------------------|--|
| 1. Request No. | Inserted by supplier. |
| 2. Date of Request | Self-explanatory. |
| 3. From | Person/unit submitting request. |
| 4. To | Self-explanatory. |
| 5. IA Number | USA-RKA-004. |
| 6a. Fund Cite | Leave blank with a RIK transaction. |
| 6b. Requested Delivery Date | Self-explanatory. For services, it is the beginning date. |
| 7. Stock No. | Identification of the supply item. |
| 8. Description | Abbreviated description; detailed listing or description of services may be attached. |
| 9. Units | Unit of issue, i.e., gallon, barrel, etc. Applicable only to acquisitions or transfer of supplies. |
| 10. Quantity requested | Self-explanatory. |
| 11. Quantity delivered | Amount issued. |
| 12. Unit price | If a firm price cannot be established, a price should be indicated by using NTE (not to exceed) after the price in blocks (12), (13) and (18). The NTE amount is the maximum limit of liability (ceiling price) for the receiving Party. |
| 13. Total unit cost | Per Item. |
| 14. Issuing Individual | Official of supplying nation who issues/provides the supplies or service. |
| 15. Authorizing Officer | Official who has authority to requisition supplies or services. |
| 16. Method of Payment | Replacement-In-Kind (RIK) |

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- | | |
|--------------------------------------|---|
| 17. Schedule for RIK/Exchange | Specify the date when replacement or exchange will be made, not to exceed 90 days |
| 18. Total amount claimed | Total of all items in the currency of supplying nation. |
| 19. Payable to | Leave blank. |
| 20. To be forwarded to | Leave blank. |
| 21. Liability Limitation | If a cost is not known, this is the "not to exceed" (NTE) amount. |
| 22. Received, Inspected and Accepted | Individual authorized by the receiving nation to accept supplies or services. |
| 23. Place of Delivery | Location and unit to which replacement will be made. |
| 24. Remarks/Transaction Codes | Codes are for U.S. Army use only. |
| 25. Authorized Receiving Officer | Official of receiving nation who authorized the transaction. |

Distribution of Forms: Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to HQ EUSA, G4, ATTN: EAGD-MS-S, UNIT #15236, APO AP 96205-0009.

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**Procedures For Executing A Replacement of Fuel Received Using The
Mutual Logistic Support Order/Receipt Form (USFK Form 209EK)**

EXPLANATION OF ENTRIES

- | | |
|-------------------------------|--|
| 1. Request No. | Take from the transaction that replacement in kind is being made. |
| 2. Date of Request | Date that fuel was provided. |
| 3. From | Person/unit submitting request. |
| 4. To | Self-explanatory. |
| 5. IA Number | USA-RKA-004. |
| 6a. Fund Cite | Leave blank. |
| 6b. Requested Delivery Date | Date that the replacement fuel is provided back to the supplier in the original transaction. |
| 7. Stock No. | Identification of the supply item. |
| 8. Description | Abbreviated description; detailed listing or description of services may be attached. |
| 9. Units | Unit of issue, i.e., gallon, barrel, etc. Applicable only to acquisitions or transfer of supplies. |
| 10. Quantity requested | Leave blank. |
| 11. Quantity delivered | Amount provided as replacement. |
| 12. Unit price | Leave blank. |
| 13. Total unit cost | Leave blank. |
| 14. Issuing Individual | Official of nation who is providing the replacement fuel. |
| 15. Authorizing Officer | Official of receiving nation in original transaction who is authorizing the replacement. |
| 16. Method of Payment | Replacement-In-Kind (RIK) |
| 17. Schedule for RIK/Exchange | Leave blank. |

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- | | |
|--------------------------------------|--|
| 18. Total amount claimed | Leave blank. |
| 19. Payable to | Leave blank. |
| 20. To be forwarded to | Leave blank. |
| 21. Liability Limitation | Leave blank. |
| 22. Received, Inspected and Accepted | Individual authorized by the supplying nation to who replacement is being made to accept, inspect and receive delivery of fuel. |
| 23. Place of Delivery | Location and unit to which replacement will be made. |
| 24. Remarks/Transaction Codes | Enter: Replacement-In-Kind of (JP4, JP8, Diesel, MOGAS Fuel) received from (Location) on (Date) |
| 25. Authorized Receiving Officer | Official who has authority to receive supplies or services for the supplying nation in the original transaction to whom replacement is being made. |

Distribution of Forms: Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:

- a. One copy will be forwarded to the supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to HQ EUSA, G4, ATTN: EAGD-MS-S, UNIT #15236, APO AP 96205-0009.

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Limitations On The Scope Of Mutual Logistic Support

1. The following items may not be acquired or transferred by the U.S. under the Mutual Logistic Support Agreement:

- a. Weapon systems;
- b. Major items of equipment;
- c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents;
- d. Cooperative airlift;
- e. Guided missiles;
- f. Naval mines and torpedoes;
- g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- h. Cartridge and propellant-actuated devices;
- i. Chaff and chaff dispensers;
- j. Guidance kits for bombs or other ammunition;
- k. Chemical ammunition, other than riot control.

2. There is also a not to exceed value set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed was \$172,000.

3. Other specific items may be excluded from acquisition or transfer by U.S. or ROK law, directive or policy.

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DEFINITIONS

EUSA: Eighth United States Army.

General implementing arrangement: Type of arrangement that is characterized by the use of orders to identify and define requirements and cost data.

Logistic Support: Food, billeting, transportation (except airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto less major construction), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

Reimbursable transaction: Payment in cash required for logistics support, supplies or services provided.

Replacement-in-Kind (RIK): The transfer of supplies or services in return for supplies or services of an identical or substantially identical nature within the specified time constraints, not to exceed one year.

ROKA: Republic of Korea Army.

ROK MND: Republic of Korea, Ministry of National Defense

USFK: United States Forces, Korea

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USA/ROK Bulk Fuel Replacement - In - Kind Agreement

Quarterly Reconciliation Summary as of : _____

(Quantities in US Gallons)

EUSA/ROKA

PRODUCT	OPENING BALANCE	EUSA ISSUES TO ROKA	ROKA ISSUES TO EUSA	ENDING BALANCE
JP8				
JP4				
DIESEL				
MOGAS				

I certify that this summary is true and correct. Supporting USFK

Forms 209EK are attached.

EUSA Administrator

ROKA Administrator